

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

RAUL RUIZ

CIVIL ACTION NO.:

6:22-cv-1325

VERSUS

PRINCIPAL LIFE INSURANCE COMPANY

COMPLAINT

I. PARTIES

1. Plaintiff, **RAUL RUIZ**, is a person of the full age of majority, and a resident of Iberia Parish, Louisiana.

2. Defendant, **PRINCIPAL LIFE INSURANCE COMPANY (“PRINCIPAL”)**, is a foreign corporation authorized to do and doing business in the State of Louisiana in this judicial district.

II. JURISDICTION & VENUE

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 because this suit involves questions of federal law, namely the Employee Retirement Income Security Act of 1974 (“ERISA”).

4. Venue is proper in this district under 28 U.S.C. §1391(b) because Plaintiff is a resident of this district, and a substantial part of the events giving rise to the claim occurred in this district.

III. FACTS AND ALLEGATIONS

5. Plaintiff at all material times was employed as an I&E Technician for Dynamic Energy Services (not a defendant) and a beneficiary and participant in its employee benefits plan (“the Plan”), administered for participating employees in the state of Louisiana and elsewhere.

6. Defendant, **PRINCIPAL**, acted at all relevant times as a fiduciary of the Plan by virtue of being under contract with Dynamic Energy Services and the Plan to insure the Plan and provide certain claims services relevant here.

7. Defendant, **PRINCIPAL**, insured the Plan and Plaintiff as beneficiary for all benefits at issue herein through an insurance policy (“the Policy”).

8. Defendant, **PRINCIPAL**, acted at all times as fiduciary of the Plan by virtue of being under contract with the Plan, the Plan Administrator of the Plan, and Dynamic Energy Services, to act as claims administrator for the Plan, determine eligibility for benefits under the Plan, and provide insurance for disability benefit payment obligations under the Plan.

9. Among other benefits, the Plan provided disability benefits.

10. Beginning August 8, 2015, Plaintiff became, remains, and will continue permanently to be, disabled from his own former occupation, as well as any occupation, as defined by the Plan and the Policy as a result of disabling medical conditions including low back pain, neck pain, sciatica, radiculitis, right ulnar neuritis, lumbar radiculopathy, pain disorder, mood disorder due to general medical condition, posttraumatic neck, posttraumatic back, L5-S1 facet arthropathy, right foraminal stenosis and disc complex., required medical treatment and medications.

11. Despite receiving overwhelming proof that Plaintiff remained qualified for benefits under the Plan terms, Defendant, **PRINCIPAL**, prematurely, arbitrarily and capriciously misinterpreted the Plan’s terms and provisions and made erroneous factual findings to discontinue and deny Plaintiff’s benefits.

12. Plaintiff incurred attorney's fees in order to pursue benefits from the Plan and the Policy.

13. Plaintiff is entitled to judgment awarding benefits owed under the terms of the Plan and the Policy against Defendant **PRINCIPAL**.

14. Plaintiff is entitled to judgment awarding reasonable attorney fees incurred in pursuit of these claims from Defendant **PRINCIPAL**.

15. The standard of review of Plaintiff's claims herein is *de novo*, by virtue of no grant of discretionary authority being properly vested in the ultimate claim decision maker.

WHEREFORE, Plaintiff **RAUL RUIZ**, prays for judgment against Defendant, **PRINCIPAL LIFE INSURANCE COMPANY** as follows:

1. For all benefits due Plaintiff under terms of the Plan and the Policy, plus appropriate pre- and post-judgment interest;
2. For all reasonable attorney's fees;
3. For costs of suit; and
4. For all other relief as the facts and law may provide.

Respectfully Submitted,

s/J. Price McNamara

J. PRICE McNAMARA

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